

CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY AGREEMENT

For All Volunteers

This Confidential Information and Intellectual Property Agreement ("Agreement") is made as of the date of signature below ("Effective Date"), by and between THE AMERICAN NATIONAL RED CROSS, including all chartered units ("Red Cross"), and the undersigned ("I," "me" or "my").

Reasons for Agreement

I desire to volunteer or to continue to volunteer with the Red Cross. I acknowledge that I may, in the course of my service to the Red Cross ("Volunteer Service"), have access to or create (alone or with others) confidential and/or proprietary information and intellectual property that is of value to Red Cross. I understand that this makes my position one of trust and confidence. I understand Red Cross' need to limit disclosure and use of confidential and/or proprietary information and intellectual property. I understand that all restrictions are for the purpose of enabling Red Cross to fulfill its humanitarian mission, to maintain donors, customers, and clients, to develop and maintain new or unique products and processes, to protect the integrity and future of Red Cross and to protect the employment and volunteer opportunities of the Red Cross. THEREFORE, I agree to the following:

1. Definitions.

"Confidential Information" shall include but not be limited to:

- (i) Information relating to Red Cross' financial, regulatory, personnel or operational matters,
- (ii) Information relating to Red Cross clients, customers, beneficiaries, suppliers, donors (blood and financial), employees, volunteers, sponsors or business associates and partners,
- (iii) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs,
- (iv) Contracts, product plans, sales and marketing plans, business plans and
- (v) All information not generally known outside of Red Cross regarding Red Cross and its business, regardless of whether such information is in written, oral, electronic, digital or other form and regardless of whether the information originates from Red Cross or Red Cross' agents.

"Intellectual Property" shall include but not be limited to:

- (i) All inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs (including improvements and enhancements and regardless of patentability),
- (ii) Trade secrets and know-how,
- (iii) All copyrightable material that is conceived, developed, or made by me, alone or with others,
- (iv) Trademarks and service marks and
- (v) All other intellectual property.

Intellectual Property shall include any intellectual property created by me in the course of Volunteer Service or using Red Cross time, equipment, information or materials, and within one (1) year after termination of Volunteer Service and relating directly to work done during Volunteer Service.

Intellectual Property may be in any form, including but not limited to written, oral, electronic, digital or other form.

2. Obligation of Confidentiality. Except as may be required for the performance of my duties during Volunteer Service, or unless specifically authorized in writing by Red Cross, I shall not use or disclose, for my or for others' benefit, either during or after Volunteer Service, any Confidential Information.

3. Disclosure and Ownership of Intellectual Property. I (i) shall promptly and fully disclose to Red Cross any and all Intellectual Property, (ii) agree that all Intellectual Property shall be owned by Red Cross, (iii) agree to and do hereby assign, transfer and convey to Red Cross the entire right, title and interest in and to all Intellectual Property, (iv) will execute and deliver any and all documents, take all actions and render any and all assistance reasonably requested by Red Cross, during or at any time after Volunteer Service, to establish Red Cross' ownership of, or to enable Red Cross to obtain patents to or register copyrights of, any Intellectual Property, and (v) acknowledge that all Intellectual Property that is copyrightable subject matter and that qualifies as a "work made for hire" shall be automatically owned by Red Cross. In the event Red Cross is unable for any reason whatsoever to secure my signature to any document required to apply for or execute any patent, copyright, or other applications with respect to Intellectual Property, I hereby irrevocably appoint Red Cross and its authorized officers and agents as my agents and attorneys-in-fact to execute and file any such application and to do all other acts to further the prosecution and issuance of patents, copyrights, or other rights with respect to Intellectual Property with the same legal force and effect as if executed by me. As a reminder, Intellectual Property shall only include intellectual property created by me (y) in the course of Volunteer Service or using Red Cross time, equipment, information or materials, and (z) within one (1) year after termination of Volunteer Service and relating directly to work done during Volunteer Service.

4. Ownership and Return of Material. All materials, including but not limited to business information, files, research, records, memoranda, books, lists, computer disks, hardware, software, cell phones and other wireless devices, documents, drawings, models, apparatus, sketches, designs and any other embodiment of Confidential Information or Intellectual Property received by me during Volunteer Service, and any tangible embodiments of such materials created by me, alone or with others, whether confidential or not, are the property of Red Cross. I shall return to Red Cross all such materials, including copies thereof, in my possession or under my control upon termination of Volunteer Service for whatever reason or upon the request of Red Cross. The return of such materials shall take place within twenty-four (24) hours of notice of termination or upon request of Red Cross, whichever comes first.

5. Survival of Obligations and Enforcement. The obligations that I have under this Agreement shall survive the termination of Volunteer Service, regardless of the reasons or method of termination. I agree that Red Cross shall be entitled to recover from me all attorneys' fees incurred in enforcing Red Cross' rights under this Agreement.

I represent that the above restrictions are necessary to protect Red Cross' legitimate interests, and that these restrictions will not prevent me from earning a livelihood.

Signature

Date

AMERICAN RED CROSS CODE OF CONDUCT

All volunteers and employees of the American Red Cross, in delivering Red Cross services and in all other Red Cross activities, shall meet the following standards of conduct:

No volunteer or employee shall:

- a. Authorize the use of or use for the benefit or advantage of any person, the name, emblem, endorsement, services, or property of the American Red Cross, except in conformance with the American Red Cross policy.
- b. Accept or seek on behalf of any person, any financial advantage, or gain of other than nominal value offered as a result of the volunteer's or employee's affiliation with the American Red Cross.
- c. Publicly use any American Red Cross affiliation in connection with the promotion of partisan politics, religious matters, or positions on any issue not in conformity with the official position of the American Red Cross.
- d. Disclose or use any confidential American Red Cross information that is available solely as a result of the volunteer's or employee's affiliation with the American Red Cross to any person not authorized to receive such information or use to the disadvantage of the American Red Cross any such confidential information, without the express authorization of the American Red Cross.
- e. Knowingly take any action or make any statement intended to influence the conduct of the American Red Cross in such a way as to confer any financial benefit on any person, corporation, or entity in which the individual has a significant interest or affiliation.
- f. Operate or act in any manner that is contrary to the best interests of the American Red Cross.
- g. Operate or act in a manner that creates a conflict with the interests of the American Red Cross and any organization in which the individual has a personal, business, or financial interest. The individual shall disclose such conflict of interest to the American Red Cross chair of the appropriate governing board, the appropriate Chief Executive Officer, or the General Counsel, as applicable, upon becoming aware of it. Where required, the individual shall absent him or herself during deliberations, and shall refrain from participating in any decisions or voting in connection with the matter.

CODE OF CONDUCT CERTIFICATION

I, _____, certify that I have read and understand the Code of Conduct of the American Red Cross and agree to comply with it, as well as applicable laws that impact the organization, at all times.

Disclosure of Actual or Potential Conflicts:

I affirm that, except as listed below, I have no personal, business, or financial interest with any organization that conflict, or appear to conflict, with the best interest of the American Red Cross:

Future Actual or Potential Conflicts:

At any time during the term of my employment or volunteer status with the American Red Cross, should an actual or potential conflict of interest arise between my personal, business, or financial interests and the interests of the Red Cross, I agree to:

- a. Disclose promptly the actual or potential conflict to the chair of my unit, the executive of my unit, my department head, or the General Counsel, as applicable; and
- b. Until Red Cross approves actions to mitigate or otherwise resolve the conflict, refrain from participating in any discussions, deliberations, decisions or voting related to the conflict of interest.

Printed Name

Signature

Date

INVITATION FOR SELF-IDENTIFICATION

The American Red Cross is an equal opportunity employer. In recognition of its responsibility to its paid and volunteer staff, and the community it serves, the Red Cross affirms its policy to assure fair and equal treatment in all of its employment practices for all persons. We consider applicants for all positions without regard to race, color, religion, sex, age, national origin, disabled or veteran status, or other legally protected status. To help us track our organizational success, we ask your assistance in filling out this voluntary self-identification form. In addition to our internal tracking, the Red Cross must meet government record keeping and reporting requirements.

Completion of this form is voluntary, and will not affect your volunteer application. This information will be kept in confidence and will not accompany your application to the prospective supervisors. Please contact Volunteer Services if you have any questions.

PLEASE CHECK ALL THAT APPLY:

GENDER

FEMALE

MALE

RACIAL/ETHNIC/CULTURAL BACKGROUND

AFRICAN / AFRICAN-AMERICAN / BLACK

ASIAN / ASIAN-AMERICAN

LATINO / HISPANIC

NATIVE AMERICAN / ALASKAN NATIVE

NATIVE HAWAIIAN / OTHER PACIFIC ISLANDER

WHITE / CAUCASIAN

OTHER (please describe) _____

DATE OF BIRTH

_____/_____/_____
MONTH DAY YEAR

DISABILITY STATUS

DO YOU HAVE A DISABILITY?

YES

NO

IF SO, ARE YOU A DISABLED VETERAN?

YES

NO

INFORMATION RELEASE:

I give to the American Red Cross its designees, agents and assigns, unlimited permission to use, publish and republish in any form or media, information about me and reproductions of my likeness (photographic or otherwise) and my voice, with or without identification of me by name.

Signature

Date

PLEASE RETURN COMPLETED FORMS TO:

Volunteer Services
American Red Cross Badger Chapter
4860 Sheboygan Avenue
PO Box 5905
Madison, WI 53705-0905

If you have any questions, please contact Volunteer Services at 608-233-9300 ext 250 or volunteer@arcbadger.org